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Collective Bargaining Agreements

1-1-1974

Waldbaum, Inc. and Retail, Wholesale, and Chain Store Food Employees Union, AFL-CIO, Local 338 (1974)

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Waldbaum, Inc. and Retail, Wholesale, and Chain Store Food Employees Union, AFL-CIO, Local 338 (1974)

Location

New York, NY

Effective Date

1-1-1974

Expiration Date

9-30-1977

Number of Workers

4000

Employer

Waldbaum, Inc.

Union

Retail, Wholesale, and Chain Store Food Employees Union

Union Local

338

NAICS

44

Sector

P

Item ID

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Comments

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#6836

COLLECTIVE BARGAINING 9/74

AGREEMENT

4000
ees.

Co. MAR 12 1977

RETAIL, WHOLESALE & CHAIN
STORE FOOD EMPLOYEES UNION
LOCAL 338



II-9/30/77

NOTICE!

**IT IS THE MEMBER'S DUTY TO
IMMEDIATELY NOTIFY THE
UNION OFFICE IN WRITING
OF ANY CHANGE OF JOB
OR ANY CHANGE OF HOME
ADDRESS.**

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AGREEMENT entered into as of
nineteen hundred seventy-..... between RETAIL, WHOLE-
SALE & CHAIN STORE FOOD EMPLOYEES UNION,
LOCAL 338 (herein referred to as the "UNION"), affiliated
with the Retail, Wholesale and Department Store Union and
the American Federation of Labor and Congress of Indus-
trial Organizations, for and on behalf of itself and each of
the employees, present and future, now or hereafter em-
ployed by the Employer

Wald Bros

Name of Employer

New York City

Address

Borough, City

a domestic corporation, co-partners, doing business for and
on behalf of itself and each of its present and future sub-
sidiary and affiliated firms and corporations (each and all
herein referred to as the "EMPLOYER").

WITNESSETH :

That in consideration of the mutual promises, condi-
tions and covenants herein contained, it is mutually agreed
as follows:

ARTICLE I

Definitions and Coverage

A34
3
A42
4
(a) This agreement covers, and the term "employee" or "employees" as herein used includes all of the Employer's present and future full time and part time employees (other than store managers, butchers and meat wrappers) employed in all departments in all of the present and future supermarkets and stores operated by the Employer in the City of New York and the Counties of Nassau, Suffolk, Westchester, Rockland, Orange, Dutchess, Putnam, Sullivan, Ulster, Greene and Delaware.

(b) The term "supermarket" or "supermarkets," "store" or "stores" as herein used includes supermarkets, stores, shops, concessions, leased departments and establishments contained therein.

(c) The term "full time employee" as herein used means an employee working 30 hours or more weekly.

(d) The term "part time employee" as herein used means an employee working 16 hours or more, but less than 30 hours, weekly.

(e) The term "employees" as herein used includes both full time and part time employees, except where otherwise expressly provided.

ARTICLE II

Union Recognition and Union Shop

(a) The Employer recognizes the Union as the exclusive collective bargaining representative for all the Employer's employees covered by this agreement.

(b) All present full time and part time employees who are members in good standing in the Union, shall, as a condition of continued employment, maintain membership in good standing in the Union during the life of this agreement through regular payments to the Union of the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership. All new full time and part time employees, and all present full time and part time employees who are not members in good standing in the Union, shall, as a condition of continued employment, join the Union thirty days after the date of their employment or the effective date of this agreement or the date of the execution of this agreement, whichever is later, and shall thereafter maintain membership in good standing in the Union during the life of this agreement through regular payments to the Union of the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership. The Union shall make membership in the Union available to all full time and part time employees covered by this agreement on the same terms and conditions as are generally applicable to the other members of the Union. Upon receipt of a written notice from the Union to the Employer that a full time or part time employee is not a member in good standing in the Union, as herein provided, such employee shall forthwith be discharged. Membership in good standing in the Union shall not be construed in violation of the provisions of applicable law. E9
01

ARTICLE III

Union Card

The Union shall lend to the Employer a Union Store Card issued by the Union and which shall remain the Union's property. The termination of this agreement or any breach or violation of any of the provisions of this agreement by the Employer shall be sufficient cause for the removal of said Card by the Union.

ARTICLE IV

Trial Period and Tenure of Employment

(a) Present full time and part time employees in the employ of the Employer for thirty days or longer, shall be deemed permanent full time or part time employees.

614
3
(b) Full time and part time employees not heretofore employed by the Employer shall be employed on trial for a period of thirty days. However, when a new store is opened by the Employer and for a period of sixty days from the date of such opening, the trial period shall be sixty days from the respective dates of hire for all employees hired for such store; provided further, however, that after such store has been opened for sixty days, any employee therein still on trial and any employee thereafter hired shall serve no more than a total trial period of thirty days. During such trial period, such employees on trial may be dismissed without notice or cause. Upon the expiration of such trial period, however, or upon notice to the Union by the Employer to that effect prior to the expiration of such trial period, such

newly employed employees shall automatically become and be deemed to be permanent full time or part time employees.

(c) The Employer shall promptly notify the Union when it has hired employees, furnishing the names and addresses and social security numbers of the employees hired and the date of their hiring; provided, however, that the foregoing provisions of this paragraph shall not in any way limit or modify the provisions of paragraph (b) of Article II hereof; and further provided, however, that the failure of the Employer to give such notice shall not in any way limit or modify the Employer's liability to fulfill its obligations under this agreement.

(d) Permanent full time employees working 40 hours weekly who are so employed at the date of the execution of this agreement or who are so hired after the date of the execution of this agreement shall be guaranteed 40 hours work weekly during the entire term of this agreement, subject, however, to the provisions of this Article. H22
2

(e) The work week of full time employees working 30 hours or more weekly shall not be reduced without prior written notice to and the prior consent of the Union. The provisions of this paragraph shall not apply to those employees covered by paragraph (d) of this Article.

(f) In the event of a continued decline in business or a continued lack of work and in the event the Employer is only employing permanent full time and permanent part time employees, the Employer may, but only after one week's prior written notice to the Union, lay off employees in the following order:

1. Permanent part time employees

2. Permanent full time employees working 30 hours or more and less than 40 hours weekly

3. Permanent full time employees working 40 hours weekly;

and subject to the following provisions:

1. Layoffs of full time employees shall be made within job classifications in departments and on the basis of seniority.

(i) Seniority of full time employees shall be computed on the basis of total length of full time employment within the job classification in the department in the Employer's stores, as well as length of full time employment within such classification in such department with prior employers whose business or stores have been purchased or in any way acquired, in whole or in part, by the Employer.

(ii) Full time employees who have been transferred or promoted to another job classification shall retain seniority in their former job classifications in their former departments, and, if subject to such layoffs, shall be retransferred to their former job classifications and departments in accordance with their seniority in such former job classifications and departments.

2. Layoff of part time employees shall be made on the basis of seniority. Seniority of part time employees shall be computed on the basis of total length of employment in the Employer's stores within a particular borough or county, as well as length of employment

in stores within the particular borough or county with prior employers whose business or stores have been purchased or in any way acquired, in whole or in part, by the Employer.

H45
07
3. The Employer shall give the employees affected one week's prior written notification of such layoff, and they shall not be laid off until the expiration of such one week period.

E16
05
(g) The Employer shall recall laid-off employees before hiring new employees. The provisions hereof governing layoffs shall apply to recalls, except that the Employer shall recall each of the laid-off employees, who shall retain their seniority for six months from the date of their layoff, in the inverse order of their layoff. Any employee who fails to report to work within one week after the date of mailing by registered mail of written notice of recall, except for justifiable excuse, shall be deemed to have waived his right to reemployment. Such notice shall be so sent to the last address on file with the Employer.

(h) No employee employed by the Employer continuously for a period of 30 days or longer shall be discharged except for just cause, provided, however, that new employees may be dismissed without notice or cause before completion of their trial period hereunder. In the event that a duly authorized representative of the Union shall consent to such discharge, the Employer shall thereafter give the employee affected one week's prior notice of its intention to discharge him and he shall not be discharged until the expiration of such one week period. In the event that such duly authorized representative of the Union shall not consent to

such discharge, the dispute with respect to such discharge shall be submitted to arbitration and final and binding decision by the New York State Mediation Board in accordance with its then existing rules, and pending such arbitration, such employee shall be continued in the employ of the Employer until the matter shall have been determined by such arbitration.

(i) Anything herein contained to the contrary notwithstanding, the Employer may summarily discharge an employee for drinking on the job, dishonesty or physical assault in the store, subject, however, to the right to arbitrate hereunder whether such discharge was for just cause. The arbitrator shall be empowered to render such award as shall be just and reasonable in the premises.

(j) If an employee is suspended by the Employer, the Employer's Labor Relations Director and the Union must meet within three work days from the time of the suspension to discuss the suspension. If no agreement is reached, the dispute may then be submitted to arbitration hereunder by either the Employer or the Union. Should the arbitrator decide that the suspension was not for just cause or that the length of suspension was too long, the Employer shall pay the employee for lost time as determined by the arbitrator.

(k) Upon termination of employment of any permanent full time employee, the Employer shall replace such employee forthwith with a new full time employee. This paragraph shall not apply in case of layoff for lack of business hereunder.

(l) No employee shall be discharged for refusing to cross a legal picket line in front of his Employer's

stores established by another Labor organization in a primary Labor dispute with the Employer or a subsidiary or an affiliate thereof, and the Union shall not be liable therefor.

ARTICLE V

Hours of Work

69
50
611
400
(a) The maximum regular weekly hours of work for all employees shall be forty hours, divided into a work week of five days.

(b) The maximum regular daily hours of work for all employees shall be eight hours.

(c) Sunday shall not be a work day and shall be a day of rest for all employees, except that anything herein contained to the contrary notwithstanding, the employees may be required to work in those stores on Sunday where the Employer's competitors in the vicinity of such stores are open on Sunday. The Employer agrees to give preference for Sunday work to regular employees covered by this agreement.

(d) The hours of work of all employees shall be continuous.

(e) Any employee working at least eight hours on any day shall be entitled to one continuous hour for meals on such day. Any employee working at least six hours but less than eight hours on any day shall be entitled to one continuous meal period of forty-five minutes on such day. Such meal time shall not be considered working hours.

G21
30 (f) All full time employees and all employees working an eight hour day shall be given two fifteen minute rest periods daily, which shall be considered working time.

(g) Anything herein contained to the contrary notwithstanding, full time employees working a forty hour-five day week may be required by the Employer to work a sixth day during the week; such sixth day must be an eight hour work day. Employees shall work overtime as required by the Employer. The Employer shall give the employees affected twenty-four hours prior notice of work required on the sixth day of the week and four hours prior notice of all overtime work required on the same day.

ARTICLE VI

Wages

The wage and related provisions for all employees covered by this agreement are set forth in Appendix "A" hereto annexed and made a part hereof.

ARTICLE VII

Overtime and Premium Pay

F15
80
F172
115
F21
400
(a) Any work in excess of eight hours in any day, or forty hours in any week, and any work on Sunday or on any day of rest or on any holiday as herein provided, is and shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half times the regular hourly wage. On the holidays provided hereunder, such overtime pay shall be in addition to the pay herein provided for such holidays.

G31
125

(b) Full time employees, other than assistant managers and department heads, reporting for work at 2 P.M. or later shall receive therefor, in addition to their regular hourly wage, premium pay of 10% of their regular hourly wage. Such premium pay shall be deemed part of their regular hourly wage with respect to applicable hours hereunder in the calculation of overtime pay under the provisions of this agreement. Such premium pay shall be paid only for the weeks when such employees work such late shift. There shall be no change from such late work shift during the work week. No employee shall be changed to such late shift without the consent of the Union. F44
210

(c) Full time employees (other than assistant managers, department heads and employees covered by paragraph (b) of this Article) reporting for work on any day before 4 P.M., if required to work after 7 P.M. on any day, shall receive, in addition to their regular hourly wage, premium pay of 75¢ per hour for all work after 7 P.M. on any day, except that for all hours worked in excess of 8 hours on any day, they shall be compensated at the overtime rate of one and one-half times their regular hourly wage.

ARTICLE VIII

Holidays

(a) The following six holidays shall be paid holidays in each year of this agreement for all full time employees employed continuously for thirty days or longer, and all part time employees employed for sixteen hours or more

weekly for three continuous months or longer, and no employee shall work thereon:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

G28
110

(b) All such full time employees employed continuously for thirty days or longer shall receive five additional paid personal holidays in each calendar year of this agreement, so that they shall receive eleven paid holidays in each calendar year of this agreement. (Such full time employees with less than one year's employment during any calendar year shall receive pro rata paid holidays based upon actual length of employment.) Effective January 1, 1975, one of such five additional paid personal holidays shall be the employee's birthday. In the event that any said employee's birthday falls on a Sunday, his or her scheduled day off or one of the holidays listed in paragraph (a) of this Article, then said employee will be entitled to his or her birthday holiday on the scheduled work day immediately following or on a day mutually agreed to by the parties. Effective in the calendar year 1975 and years thereafter, such full time employees shall be given two of such personal holidays during the first six months of the calendar year and two of such personal holidays during the second six months of the calendar year. These holidays may be taken at the employee's option, provided that two weeks advance notice is given to the Employer and that the personal holiday selected is not during a week in which another paid holiday occurs, and provided further that the Employer may refuse to grant the personal

holiday on the date requested by such employee if the operation of the store will be disrupted. If the employee elects to observe a religious holiday, it will be counted as one of his or her personal holidays. Anything herein contained to the contrary notwithstanding, an employee who selects a religious holiday shall be given preference for that day off.

(c) All such full time employees shall be paid full pay for each of such eleven holidays yearly.

(d) Part time employees employed sixteen hours or more weekly for three continuous months or longer shall be paid four hours pay for the holidays listed in paragraph (a) of this Article. Effective January 1, 1975, such part time employees employed for seven continuous months or longer shall receive an additional paid personal holiday yearly, with four hours pay therefor. This personal holiday may be taken at the employee's option, provided that two weeks advance notice to the Employer is given, the personal holiday is not in a week in which another holiday occurs, and provided further that the Employer may refuse to grant the personal holiday on the date requested by the employee if the operation of the store will be disrupted.

(e) All hours worked by full time employees in excess of 32 hours during a week in which one of the enumerated legal holidays or one of the personal holidays falls will be paid for at the rate of one and one-half times the regular hourly wage.

(f) In the event that any full time employee leaves his position or is discharged or laid off without having received his pro rata holidays for any year, then, nevertheless, such employee shall receive the balance of his pro rata

holiday pay at the time he either leaves his position or is discharged or laid off and shall receive personal holiday pay pro rated on the basis of one day for each three months work.

ARTICLE IX

Vacations

(a) Full time employees employed for six months or more, but less than one year, prior to September 30th in any year of this agreement, shall receive one continuous week's vacation for six months' employment and one additional day's vacation for each month's employment in excess of six months, but not exceeding two weeks' vacation, with full pay in advance in each such year of this agreement.

G36-39
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(b) Full time employees employed for one year or more prior to September 30th in any year of this agreement, shall receive two continuous weeks' vacation with full pay in advance in each year of this agreement.

G40-47
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(c) Full time employees employed for eight years or more prior to September 30th in any year of this agreement, shall receive three continuous weeks' vacation with full pay in advance in each such year of this agreement.

G4857
40
(d) Full time employees employed for seventeen years (effective January 1, 1975, fifteen years) or more prior to September 30th in any year of this agreement, shall receive four weeks' vacation with full pay in advance in each such year of this agreement.

(e) Full time employees working continuously a six day work week shall be paid vacation pay computed on the

basis of their weekly earnings for such six-day work week.

(f) Full time employees regularly scheduled and working less than forty (40) hours weekly at any time during the year immediately prior to their vacation shall have their vacation pay based upon their average weekly straight time hours worked during such year.

(g) Part time employees working 800 hours or more in any yearly period prior to September 30th, shall receive one continuous week's vacation with one week's pay, in advance in each such year of this agreement. If such employee also works 800 hours or more in any subsequent yearly period prior to September 30th, he shall receive two continuous weeks' vacation with two weeks' pay, in advance in each such subsequent year of this agreement. Any such employee who has worked 800 hours or more in eight yearly periods prior to September 30th shall receive three continuous weeks' vacation with three weeks' full pay, in advance, in such year of this agreement and in each subsequent year of this agreement when he has worked 800 hours or more yearly prior to September 30th. G60
1

(h) For the purpose of computing an employee's length of employment hereunder, he shall be credited with his length of employment with the Employer, as well as with his length of employment with his prior employers whose business or stores have been purchased or in any way acquired, in whole or in part, directly or indirectly, by the Employer.

(i) Vacations shall be given during June, July, August or September of each year of this agreement, except that in the case of employees entitled to four weeks' vaca-

tion hereunder, three weeks of such vacation shall be continuous and shall be given during said months and the fourth week's vacation may be given at any time during the calendar year. The vacation period shall be fixed by the Employer and communicated to the Union and the employees at least four weeks in advance.

(j) In the event that any employee who has been employed for six months or more leaves his position or is discharged or laid off prior to the vacation period for that year or during or after the vacation period but without having received his full vacation for that year, then, nevertheless, such employee shall receive his full pro rata vacation pay at the time he either leaves his position or is discharged or laid off.

(k) In the event that any holidays provided herein shall occur during an employee's vacation period, such employee's vacation period shall be increased, with full pay, to include an equivalent number of days to make up for such holidays.

(l) Part time employees may work up to forty hours weekly during the months of June, July and August, but shall nevertheless be considered part time employees while so working. The Employer shall, while they are so working, at its sole expense, without deductions from them, fully cover them under the New York State Disability Benefits Law.

ARTICLE X

Management

612
1
Subject to the provisions of this agreement, the Employer has the right to establish policies and manage stores

covered by this agreement and direct the employees, including, but not limited to, the right to hire, discharge for just cause, suspend for just cause (subject to authorization by the Employer's President or Vice President for personnel and industrial relations or their other specific designee), promote, demote, layoff, transfer and assign employees, to fix opening and closing store hours, to designate employees' working hours, maintain order and efficiency and supervise the employees.

ARTICLE XI

No Individual Agreements

The Employer will not enter into individual agreement of any kind with any employee, nor accept nor require any security of any kind from any employee.

ARTICLE XII

Checkoff

Upon the written authorization of the employees in accordance with applicable law, the Employer shall, on the first weekly pay day in each calendar month, deduct from the wages of each such employee a sum equal to such employee's Union dues, fees and assessments, which the Employer shall pay over to the Union or its duly authorized representative, receiving the Union's receipt therefor. Such deductions must be paid over to the Union on or before the 20th day of each and every month, covering the amounts so deducted for that month.

E11
2

ARTICLE XIII

Children

The Employer will not employ children under the age of sixteen years in its stores.

ARTICLE XIV

Visits by Union Representatives

The business agent or any authorized representative of the Union may visit the stores of the Employer at any time during business hours for the purpose of interviewing or observing the employees or for the purpose of conferring with the Employer.

ARTICLE XV

More Beneficial Terms

(a) The Employer shall continue to grant its employees any and all terms and conditions previously granted by it more beneficial to its employees than those herein contained.

ARTICLE XVI

Welfare Funds and Retirement Fund and Dental Fund

(a) The Employer shall, during the term of this agreement, pay to the Local 338 Health and Welfare Fund the sum of \$30.00 per month (effective January 1, 1975, \$34.00 per month; effective January 1, 1977, \$38.00 per month) for each of its full time employees covered by this

agreement, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on or before the 20th day of each and every month, covering the amounts payable hereunder for the preceding month.

(b) (i) The Employer shall, during the term of this agreement, pay to the Local 338 Retirement Fund the sum of \$20.00 per month (effective January 1, 1976, \$25.00 per month) for each of its full time employees covered by this agreement, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on or before the 20th day of each and every month, covering the amounts payable hereunder for the preceding month.

(ii) It is understood and agreed by the parties that the contributions called for above to the Local 338 Retirement Fund are for the purpose of providing an increase in benefits under the Fund's Retirement Plan and that such increase in benefits is to be determined independently of any requirements added by the Employee Retirement Income Security Act of 1974. Furthermore, if, during the term of this agreement, the Fund's Retirement Plan is amended to comply with ERISA, the Employer agrees to make, in addition to the contributions called for above, such further contributions to the Fund as become necessary at the time of such amendment. The resulting uniform rate of additional contributions to the Fund for full time employees shall be determined by the actuary of the Fund using the assumptions and funding period used in the most recent actuarial valuation of the Plan, except to the extent that such assumptions may not comply with the requirements of

ERISA. If employees who work less than full time are required to be covered under the Plan in order to comply with ERISA, the uniform rate of contribution for part time employees shall be determined by such actuary based on assumptions appropriate for them, and the Employer agrees to make, in addition to the contributions called for above, such further contributions to the Fund as become necessary therefor at the time of such amendment. The parties expressly agree that the determination of the Fund's actuary as to the amounts of additional contributions to the Fund necessary to be paid by the Employer to effectuate the intent and purposes of this paragraph shall be final and binding upon the parties, only if such determination is approved by the Fund's Board of Trustees, the Employer agrees to make such further contributions as become necessary at the time of such amendment accordingly.

(c) The Employer shall, during the term of this agreement, pay to the Local 338 Dental Fund the sum of \$10.00 per month for each of its full time employees covered by this agreement, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on or before the 20th day of each and every month, covering the amounts payable hereunder for the preceding month.

(d) The Employer shall, during the term of this agreement, pay to the Local 338 Dental Fund the sum of \$5.00 per month for each of its part time employees covered by this agreement employed continuously for three months, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on

or before the 20th day of each and every month, covering the amounts payable hereunder for the preceding month.

(e) Commencing on January 1, 1976, and continuing during the term of this agreement, the Employer shall pay to the Local 338 Part Timers' Welfare Fund, the sum of \$5.00 per month for each of its part time employees covered by this agreement employed continuously for three months, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on or before the 20th day of each and every month, covering the amounts payable hereunder for preceding month.

(f) In the event a full time employee shall not be working due to illness or disability, the Employer shall continue to make the payments hereunder to the Local 338 Health and Welfare Fund, to the Local 338 Retirement Fund and to the Local 338 Dental Fund for each such employee, without deduction from such employee, but not for more than thirteen weeks of illness or disability during any contract year of this agreement.

(g) The payments to the Local 338 Health and Welfare Fund and to the Local 338 Retirement Fund, to the Local 338 Dental Fund and to the Local 338 Part Timers' Welfare Fund, as hereinabove provided, shall not constitute or be deemed wages due to the employees.

(h) The Union and the said respective Funds shall have the right at all times to examine the Employer's books and records for the purpose of determining whether the Employer is complying with the provisions of this agreement.

(i) The Employer shall, during the term of this agreement, at its sole expense and without deduction from

its part time employees, fully cover its part time employees under the New York State Disability Benefits Law.

ARTICLE XVII

Sick Leave

624
1 (a) Each full time employee after three months of continuous employment shall be entitled to receive seven days sick leave with pay in each contract year. All unused sick leave at the end of each contract year shall then be paid to the full time employee in a lump sum. Employees with less than one year of continuous service during contract year shall receive the above sick leave on a pro rata basis.

(b) An employee who is injured on the job and is directed by a medical doctor not to continue work shall be paid his usual day's wages at straight time for the day on which the injury occurred and such day shall not be considered sick leave.

ARTICLE XVIII

Funeral Leave

G14
03 (a) Full time employees who, after three months of continuous employment, have a death in the immediate family, shall be entitled to three working days off with pay for actual time lost. The "immediate family" shall be limited to the employee's father, mother, sister, brother, spouse and children.

(b) Part time employees who, after three months of continuous employment, have a death in the immediate fam-

ily, shall be entitled to funeral leave as provided for full time employees, but on a pro-rated basis. Such employees shall be compensated for actual time lost as set forth on the weekly work schedule.

ARTICLE XIX

Jury Duty

Q20
1 A full time employee employed continuously for three months or longer who is required to perform jury duty shall be paid the difference between his regular straight time earnings and any payment paid for service as a juror not exceeding two weeks in any year; provided, however, that the juror's fee earned by him on his regular day off shall be excluded in computing the pay to be granted him. The employee shall work on any of his regularly scheduled work days, when he is not required to serve on a jury.

ARTICLE XX

Maternity Leave of Absence

G13
1 When a female employee with one year or more continuous employment leaves because of maternity, she will be granted a leave of absence without loss of seniority for a period not exceeding six months. This period of time shall not exceed three months prior to the birth of the child and three months after the birth. She shall give the Employer two weeks prior notice before taking such leave of absence. Upon request for reinstatement, which shall be no less than two weeks before she intends to return to work, she shall

furnish a doctor's certificate showing she is able to perform the normal duties of her job. During the leave of absence, all fringe benefits, including time worked for vacation credit, will be forfeited.

ARTICLE XXI

No Lie Detector Test

The Employer shall not require nor request its employees to submit to any lie detector tests.

ARTICLE XXII

No Discrimination

E-19-21+23-24
1
The Employer shall not discriminate against any employee because of race, color, religion, sex, age or national origin.

ARTICLE XXIII

Store Linen

E33
3
The Employer shall, at its own cost and expense, furnish and launder the customary store coats, aprons, gowns and all apparel required by the Employer to be worn by any employee.

ARTICLE XXIV

Transfers

D9/1
The Employer shall have the right to transfer any employee from one store to another, provided, however, that

B22/1

all transfers shall be limited to within a reasonable radius of the employee's home or last store location. In case of permanent transfers, three work days' prior notice shall be given by the Employer to the employee and to the Union. Temporary transfers of one week or less of employees for the convenience of the Employer need not be reported by the Employer to the Union. In the event any employee is transferred from one store to another store, the Employer shall reimburse him for the additional fares, tolls and gasoline costs resulting from such transfer.

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ARTICLE XXV

Arbitration

(a) There shall be no strike or picketing by the Union nor lockout by the Employer during the duration of this agreement, except for and after the failure of the other party to submit to arbitration hereunder or to abide by and perform the decision or award of the arbitrator herein provided for.

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(b) Should any dispute arise between the Employer and the Union or any employees concerning the interpretation or application of any of the terms and provisions of this agreement, or any alleged breach of this agreement, and the Employer and the Union shall be unable to adjust said dispute between themselves, the said dispute, at the request of either the Employer or the Union, shall be submitted to arbitration under the auspices of and in accordance with the then rules of the New York State Mediation Board. The decision or award of the arbitrator shall be final and binding

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and conclusive upon the Employer, the Union and the employees. The compensation of the arbitrator, if any, shall be borne equally by the parties. No decision in arbitration shall constitute a precedent in any subsequent case, and each case shall be considered solely on its merits and shall be based upon the terms of this agreement.

(c) The sole remedy for any breach or threatened breach of this agreement shall be arbitration as provided hereunder. Resort shall not be made to courts or governmental agencies except to compel arbitration or to enforce the arbitration award.

(d) A violation or breach of this agreement by any employee or employees shall not be considered a violation or breach of this agreement by the Union.

ARTICLE XXVI

Separability

It is expressly understood and agreed between the parties hereto that the provisions of this agreement shall be deemed to be independent of each other, and that if any provision of this agreement shall be judicially declared to be invalid because contrary to law, or shall otherwise become ineffective under any legally binding order or decision of any Court, Board or governmental agency, or by operation of law, the invalidity or ineffectiveness of such provision shall not invalidate any other provisions of this agreement; it being the express intention of the parties hereto that all other provisions of this agreement shall not be affected thereby, but shall continue in full force and effect

for the period of this agreement. It is further expressly understood and agreed that if any provision or the enforcement or performance of any provision of this agreement shall at any time be contrary to law, then such provision shall not be applicable except to the extent permitted by law; and that if at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law. It is the understanding and agreement of the parties that the provisions of this agreement are retroactive or effective as herein expressly provided except as prohibited by controlling law, in which event such respective provisions shall be retroactive to, and/or effective, when and to the extent permitted by controlling law.

ARTICLE XXVII

Termination

This agreement shall be effective as of
..... and shall terminate on September 30, 1977.

ARTICLE XXVIII

Wage Controls

The economic provisions of this agreement, to the extent that they legally require governmental agency approval before being placed into effect, shall be subject to such approval and shall not be placed into effect before such approval, and then only to the extent of such approval, unless such approval shall become legally unnecessary, pursuant

to, among other things, governmental agency regulation, rule, directive or ruling or pursuant to law or because of the governmental agency's termination. Should all or part of any such provisions be disallowed by the governmental agency, but subsequently become lawfully permissible, said all or part shall become effective immediately upon becoming lawfully permissible and shall be paid within the week immediately following, but shall not be made retroactive to any date prior to becoming so lawfully permissible. The Employer shall promptly make any required application for approval to the governmental agency; the Union shall cooperate.

ARTICLE XXIX

Successors and Assigns

This agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

APPENDIX "A"

Wage and Related Provisions

(a) The minimum weekly wage for a 40 hour—5 day work week for assistant managers shall be:

effective October 1, 1974	\$200.00
effective March 31, 1975	\$205.00
effective September 29, 1975	\$220.00
effective April 5, 1976	\$225.00
effective October 4, 1976	\$240.00
effective April 4, 1977	\$245.00

(b) The minimum weekly wage for a 40 hour—5 day work week for produce, dairy-frozen food, appetizing and delicatessen department heads designated by the Employer shall be:

effective October 1, 1974	\$195.00
effective March 31, 1975	\$200.00
effective September 29, 1975	\$210.00
effective April 5, 1976	\$215.00
effective October 4, 1976	\$230.00
effective April 4, 1977	\$235.00

(c) The Employer will grant each assistant manager, and produce, dairy-frozen food and appetizing and delicatessen department head the following applicable wage increases per week for a 40 hour—5 day work week:

	<i>Assistant Managers</i>	<i>Department Heads</i>
effective October 1, 1974	\$20.00	\$20.00
effective March 31, 1975	\$ 5.00	\$ 5.00
effective September 29, 1975	\$15.00	\$10.00
effective April 5, 1976	\$ 5.00	\$ 5.00
effective October 4, 1976	\$15.00	\$15.00
effective April 4, 1977	\$ 5.00	\$ 5.00

(d) The Employer will grant each grocery, dairy-frozen food, produce, appetizing and delicatessen clerk and each scale attendant, cashier, porter, checker, store clerical, wrapper and miscellaneous employee employed prior to the effective date of this agreement the following applicable wage increases per week for a 40 hour—5 day work week:

effective October 1, 1974	\$20.00
effective March 31, 1975	\$ 5.00
effective September 29, 1975	\$10.00
effective April 5, 1976	\$ 5.00
effective October 4, 1976	\$15.00
effective April 4, 1977	\$ 5.00

(e) Anything herein contained to the contrary notwithstanding, effective September 1, 1977, the minimum weekly wage for the following job classifications for a 40 hour—5 day work week for those employed thirty months or more prior to September 1, 1977 shall be \$180.00:

Grocery, dairy-frozen food, produce and appetizing-delicatessen clerks, and scale at-

tendants, cashiers, porters, checkers, store clericals, wrappers and miscellaneous employees.

(f) Assistant managers and produce, dairy-frozen food, appetizing and delicatessen department heads so employed prior to October 1, 1971 shall each be guaranteed their overtime worked prior to October 1, 1971 during the 5 day work week, but only up to 12 hours during such 5 day work week.

(g) The Employer will grant each part time employee employed prior to the effective date of this agreement, the following applicable wage increases per hour:

effective October 1, 1974	30¢
effective March 31, 1975	10¢
effective September 29, 1975	20¢
effective April 5, 1976	10¢
effective October 4, 1976	20¢
effective April 4, 1977	10¢

(h) Anything contained herein to the contrary notwithstanding, effective September 1, 1977, the minimum wage for part time employees employed thirty months or more prior to September 1, 1977 shall be \$3.25 per hour.

(i) Employees hired on or after the effective date of this agreement and working a 40 hour—5 day work week shall receive the following applicable minimum weekly wage for their classification, subject, however, to the provisions of paragraph (k) of this Appendix:

GROCERY, DAIRY-FROZEN FOOD, PRODUCE,
AND APPETIZING-DELICATESSEN CLERKS,
AND SCALE ATTENDANTS, CASHIERS, PORTERS,
CHECKERS, STORE CLERICALS, WRAPPERS
AND MISCELLANEOUS EMPLOYEES

Effective *Effective* *Effective*
January 1, 1975 *January 1, 1976* *January 1, 1977*

H9 2	Step 1	After 30 days employment	\$115.00	\$120.00	\$120.00
H11 06	Step 2	6 months after Step 1	\$125.00	\$130.00	\$130.00
H14 1	Step 3	6 months after Step 2	\$135.00	\$140.00	\$140.00
H13 1	Step 4	6 months after Step 3	\$145.00	\$150.00	\$150.00
	Step 5	6 months after Step 4	\$155.00	\$160.00	\$160.00
	Step 6	6 months after Step 5	\$165.00	\$170.00	\$170.00

(j) Employees hired on or after the effective date of this agreement and working 16 hours or more weekly and less than 30 hours weekly shall receive the following applicable minimum hourly wage, subject, however, to the provisions of paragraph (k) of this Appendix:

		<i>Effective January 1, 1975</i>	<i>Effective January 1, 1976</i>	<i>Effective January 1, 1977</i>
Step 1	After 30 days employment	\$2.25	\$2.45	\$2.45
Step 2	6 months after Step 1	\$2.35	\$2.55	\$2.55
Step 3	6 months after Step 2	\$2.45	\$2.65	\$2.65
Step 4	6 months after Step 3	\$2.60	\$2.75	\$2.80
Step 5	6 months after Step 4	\$2.75	\$2.90	\$2.95
Step 6	6 months after Step 5	\$2.90	\$3.05	\$3.10

(k) Anything herein contained to the contrary notwithstanding, all full and part time employees hired on or after the effective date of this agreement shall receive their trainee progression increases in accordance with the following schedule:

(i) all employees arriving at Step 1 or a higher step in the months of May, June, July, August, September or October shall advance to Step 2 or their next succeeding wage step on January 1;

(ii) all employees arriving at Step 1 or a higher step in the months of November, December, January, February, March or April shall advance to Step 2 or their next succeeding wage step on July 1;

(iii) thereafter said employees shall advance to the next applicable succeeding wage step every six months until he reaches the applicable maximum of his trainee progression rate range. After attaining the maximum of his trainee progression rate range, or if he has been hired at or above such maximum, he shall receive all subsequent wage increases for his job classification under paragraph (d) or (g) of this Appendix.

(1) Anything herein contained to the contrary notwithstanding, any employee hired on or after the effective date of this agreement at a rate equal to or in excess of the applicable trainee progression rate after 30 days employment, must 6 months immediately following the completion of 30 days of employment be at the rate equal to one wage step higher than the rate at which he was hired, subject, however, to the provisions of paragraph (k) of this Appendix. On each succeeding sixth month, said employee shall advance to the next wage step, until he reaches the applicable maximum of his trainee progression rate range. After attaining the maximum of his trainee progression rate range, or if he has been hired at or above such maximum, he shall receive all subsequent wage increases for his job classification under paragraph (d) or (g) of this Appendix.

(m) All employees shall in any event receive a minimum wage increase of 15¢ per hour after 30 days employment.

(n) Anything herein contained to the contrary, notwithstanding, employees whose trial period is longer than thirty days under the provisions of this agreement, and who complete their trial period hereunder, shall receive their

first trainee progression wage increases and/or other wage increases hereunder retroactive to the 31st day of their employment.

(o) The provisions of this Appendix relating to employees working a 40 hour week shall apply pro rata to employees working 30 hours or more weekly in the proportion that their weekly hours of work bear to 40 hours.

(p) Anything herein contained to the contrary notwithstanding, the minimum hourly wage rate for every employee shall at all times be at least 15¢ per hour greater than the applicable present or future minimum hourly wage rate required by any present or future federal or state law, and this agreement shall be deemed amended accordingly in the event of change in law. B7
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(q) In the event that an employee regularly employed part time changes to regular full time employment, then, for all purposes of computation of his length of full time employment, he shall, in addition to his length of full time employment, be credited with 50% of the length of his part time employment, and his minimum wages, wages and all benefits and conditions hereunder shall be computed accordingly starting with the date of such transfer.

(r) Any employee designated by the Employer to relieve a store manager for one or more weeks shall be paid the applicable minimum wage for store managers hereunder.

(s) Any employee working a 40 hour work week designated by the Employer to work as a front end employee or bookkeeper shall be paid a \$10.00 bonus for a 40 hour work week above his otherwise applicable wage. Any part time employee designated by the Employer as a front end

employee or bookkeeper shall be paid a 25¢ per hour bonus above his otherwise applicable wage.

(t) Any employee designated by the Employer to relieve a produce, dairy-frozen food, appetizing or delicatessen department head or assistant manager for one or more weeks shall be paid a \$15.00 bonus for a 40 hour work week above his applicable wage. Only regularly employed full time employees shall be designated by the Employer as relief department heads or assistant managers.

(u) All employees shall receive their applicable wage increases hereunder or their applicable minimum wage scales hereunder, whichever is greater.

(v) Merit wage increases shall not be credited or charged against trainee progression, anniversary or other wage increases hereunder.

(w) In no event shall the wages of any employee be decreased during the life of this agreement. No employee shall in any event receive less than the applicable minimum wage herein provided for his classification. The minimum wage scales as herein fixed shall not be reduced during the life of this agreement.

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80 (x) Employees required to report for work on any day and who report for work on that day and who, through no fault of their own, are not permitted to work on that day, shall, nevertheless, be paid their full day's pay for that day.

(y) The Employer shall pay each of its employees on a fixed day of each and every week, the wages due such employee for the previous week.

(z) Should an employee be promoted by the Employer to department head or assistant manager, and should

the difference between such employee's weekly wage for a 40-hour 5-day week in his old job classification and in his new job classification exceed \$25.00, such employee shall be paid the weekly wage hereunder for the higher job classification less such excess immediately upon such promotion, and shall first be paid such excess starting with the satisfactory completion of a 60-day trial period in his new job classification.

(aa) Notwithstanding the provisions of Article I or any other provision of this agreement, should the Employer employ any extra employee for an 8-hour day, the Employer shall pay to the respective Funds the respective amounts provided below with respect to each such employee for each such day:

Local 338—Health and Welfare Fund	\$2.00
Local 338—Retirement Fund	1.50
Local 338—Dental Fund	.75

THIS IS YOUR union contract. It is only as strong as you, the member, make it. You should know your contract and your rights and, at all times, see that it is being lived up to.

If you are in doubt or have a question about the contract and your rights, call the union office, 541-4600, or 694-1656, if you are in Nassau-Suffolk counties, and your representative will get in touch with you to give you the proper guidance.

Fraternally yours,

SAMUEL KARSCH, Pres.
MANNY LAUB, Sec.-Treas.

Local 338, Retail, Wholesale & Chain Store
Food Employees Union

1790 Broadway, New York, N.Y. 10019

6178-0086175f015-02

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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D.C. 20212

January 16, 1975

OMB No. 44-R0003
App. exp. March 31, 1975



Waldbaum, Inc.
700 Eastgate Boulevard
Garden City, New York 11530

MAR 12 1975

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) with the Retail, Wholesale and Department Store Union, local 338. The agreement we have on file expired September 1974.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form. (PLEASE PRINT)

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 4,000
2. Number and location of establishments covered by agreement 94 supermarkets N.Y. State
3. Product, service, or type of business Supermarkets
4. If previous agreement has been extended without change, indicate new expiration date _____

Melvin Levy - Vice Pres.
(Name and Position)

516-582-9300

(Area code and telephone number)

Hemplock St. & Boulevard Ave.
(Address)
Centre Islip, N.Y. 11722

(City, State, and ZIP code)

Sir: This contract is enclosed - it was just printed; hence the delay.

2/28/75 II-X-9/30/77